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10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT
12
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

Plaintiff,

15 v.

16 ROSHANAK KHADEM,
17 aka "Roxanne Khadem,"
18 aka "Roxy Khadem,"

Defendant.
19

No. CR 18-00288(A)-SVW-(1)

PLEA AGREEMENT FOR DEFENDANT
ROSHANAK KHADEM

20
21 1. This constitutes the plea agreement between ROSHANAK
22 KHADEM, also known as "Roxanne Khadem" and "Roxy Khadem,"
23 ("defendant") and the United States Attorney's Office for the Central
24 District of California (the "USAO") in the above-captioned case.
25 This agreement is limited to the USAO and cannot bind any other
26 federal, state, local, or foreign prosecuting, enforcement,
27 administrative, or regulatory authorities.
28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to counts one and seventeen of the first superseding indictment in United States v. Roshanak Khadem, CR No. 18-00288(A)-SVW-(1), which charge defendant with conspiracy to commit health care fraud, in violation of 18 U.S.C. § 1349, and subscribing to a false income tax return for tax year 2015, in violation of 26 U.S.C. § 7206(1).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. Not seek the discharge of any restitution obligation ordered by the Court, in whole or in part, in any present or future bankruptcy proceeding.

1 i. Authorize the USAO to obtain a credit report upon
2 returning a signed copy of this plea agreement.

3 j. Consent to the USAO inspecting and copying all of
4 defendant's financial documents and financial information held by the
5 United States Probation and Pretrial Services Office.

6 k. Defendant agrees that:

7 i. Defendant understated her income on her tax
8 returns for 2013, 2014, and 2015 in the total amount of \$1,246,090,
9 and is liable for the fraud penalty imposed by the Internal Revenue
10 Code, 26 U.S.C. § 6663(f), on the understatements of tax liability
11 for 2013, 2014, and 2015.

12 ii. Defendant will sign closing agreements with the
13 Internal Revenue Service contemporaneously with signing this plea
14 agreement, permitting the Internal Revenue Service to assess and
15 collect the total sum of \$453,451 (\$44,190, \$183,025, \$226,236 for
16 the defendant's tax years 2013, 2014, and 2015, respectively), which
17 comprises the tax liabilities, as well as assess and collect the
18 civil fraud penalty (26 U.S.C. § 6663(f)), for each year and
19 statutory interest, on the tax liabilities, as provided by law.

20 iii. Defendant gives up any and all objections that
21 could be asserted to the Examination Division of the Internal Revenue
22 Service receiving materials or information obtained during the
23 criminal investigation of this matter, including materials and
24 information obtained through grand jury subpoenas.

25 iv. Defendant will make a good faith effort to pay to
26 the Fiscal Clerk of the Court at or before sentencing all additional
27 taxes and all penalties and interest assessed by the Internal Revenue
28 Service on the basis of the closing agreement; and will promptly pay

1 to the Fiscal Clerk of the Court all additional taxes and all
2 penalties and interest thereafter determined by the Internal Revenue
3 Service to be owing. Payments may be made to the Clerk, United
4 States District Court, Fiscal Department, 255 East Temple Street,
5 Room 1178, Los Angeles, California 90012.

6 1. The parties further agree that \$1,130,618.57 of the
7 funds seized by law enforcement officials on or around April 28, 2017
8 as part of the investigation into defendant shall be applied to the
9 restitution award ordered by the Court pertaining to count one,
10 health care fraud conspiracy.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained
15 in this agreement.

16 c. At the time of sentencing, move to dismiss the
17 remaining counts of the first superseding indictment and the
18 underlying indictment as against defendant. Defendant agrees,
19 however, that at the time of sentencing the Court may consider any
20 dismissed charges in determining the applicable Sentencing Guidelines
21 range, the propriety and extent of any departure from that range, and
22 the sentence to be imposed.

23 d. At the time of sentencing, provided that defendant
24 demonstrates an acceptance of responsibility for the offenses up to
25 and including the time of sentencing, recommend a two-level reduction
26 in the applicable Sentencing Guidelines offense level, pursuant to
27 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
28 additional one-level reduction if available under that section.

NATURE OF THE OFFENSES

4. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, the following must be true:

a. First, there was an agreement between two or more persons to commit the crime of health care fraud, in violation of 18 U.S.C. § 1347; and

b. Second, defendant became a member of the conspiracy knowing of its object and intending to accomplish it.

5. Defendant understands that the elements of the charged object of the conspiracy, health care fraud, in violation of 18 U.S.C. § 1347, are the following:

a. First, defendant knowingly and willfully executed a scheme or plan to defraud a health care benefit program, or a scheme or plan to obtain money or property owned by, or under the custody or control of, any health care benefit program, by means of false or fraudulent pretenses, representations, or promises;

b. Second, the statements made or facts omitted as part of the scheme were material, that is, they had a natural tendency to influence, or were capable of influencing, a health care benefit program to part with money or property;

c. Third, defendant acted with the intent to defraud, that is the intent to deceive and cheat;

d. Fourth, the health insurance plan at issue was a health care benefit program, that is a public or private plan or contract, affecting commerce, under which any medical benefit, item, or services is provided to any individual; and

1 e. Fifth, the scheme or plan was executed in connection
2 with the delivery of or payment for health care benefits, items, or
3 services.

4 6. Defendant understands that for defendant to be guilty of
5 the crime charged in count seventeen, that is, subscribing to a false
6 income tax return, in violation of Title 26, United States Code,
7 Section 7206(1), the following must be true:

8 a. Defendant made and subscribed to a tax return,
9 statement, or other document which she knew contained false
10 information as to a material matter;

11 b. The tax return, statement, or other document contained
12 a written declaration that it was made under the penalties of
13 perjury;

14 c. In filing the false tax return, defendant acted
15 willfully.

16 In order to prove defendant acted "willfully," the government
17 must prove beyond a reasonable doubt that the defendant knew federal
18 tax law imposed a duty on her and defendant intentionally and
19 voluntarily violated that duty.

20 PENALTIES AND RESTITUTION

21 7. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 1349, as charged in count one, is: 10 years'
24 imprisonment; a 3-year period of supervised release; a fine of
25 \$250,000 or twice the gross gain or gross loss resulting from the
26 offense, whichever is greatest; and a mandatory special assessment of
27 \$100.

1 8. Defendant understands that the statutory maximum sentence
2 that the Court can impose for a violation of Title 26, United States
3 Code, Section 7206(1), is: 3 years' imprisonment; a 1-year period of
4 supervised release; a fine of \$250,000 or twice the gross gain or
5 gross loss resulting from the offense, whichever is greatest; and a
6 mandatory special assessment of \$100.

7 9. Defendant understands, therefore, that the total maximum
8 sentence for both offenses to which defendant is pleading guilty is:
9 13 years' imprisonment; a 3-year period of supervised release; a fine
10 of \$500,000 or twice the gross gain or gross loss resulting from the
11 offenses, whichever is greatest; and a mandatory special assessment
12 of \$200.

13 10. Defendant understands that defendant will be required to
14 pay full restitution to the victims of the conspiracy to commit
15 health care fraud charged in count one. Defendant agrees that, in
16 return for the USAO's compliance with its obligations under this
17 agreement, the Court may order restitution to persons other than the
18 victims of that offense and in amounts greater than those alleged in
19 count one. In particular, defendant agrees that the Court may order
20 restitution to any victim of any of the following for any losses
21 suffered by that victim as a result: (a) any relevant conduct, as
22 defined in U.S.S.G. § 1B1.3, in connection with the offense charged
23 in count one; and (b) any counts dismissed pursuant to this agreement
24 as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
25 connection with those counts. Although the parties have no agreement
26 as to the amount of restitution to be ordered in connection with the
27 conviction of count one, defendant agrees that the applicable amount
28 of restitution relating to count one is at least \$1,361,200.68, and

1 understands that the government currently believes that the
2 applicable amount of restitution relating to count one could be as
3 high as \$7,991,406. Defendant further understands that these amounts
4 could change based on facts that come to the attention of the parties
5 prior to sentencing.

6 11. Defendant understands and agrees that the Court may order
7 defendant to pay restitution in the form of any additional taxes that
8 defendant owes to the United States based upon the conviction of
9 count seventeen and relevant conduct. The parties agree that the
10 applicable amount of restitution relating to count seventeen and any
11 relevant conduct is \$453,451. With respect to count seventeen,
12 defendant understands and agrees that, pursuant to statute, the Court
13 must order defendant to pay the costs of prosecution for count
14 seventeen, which may be in addition to the statutory maximum fine
15 stated above.

16 12. Defendant understands that supervised release is a period
17 of time following imprisonment during which defendant will be subject
18 to various restrictions and requirements. Defendant understands that
19 if defendant violates one or more of the conditions of any supervised
20 release imposed, defendant may be returned to prison for all or part
21 of the term of supervised release authorized by statute for the
22 offense that resulted in the term of supervised release, which could
23 result in defendant serving a total term of imprisonment greater than
24 the statutory maximum stated above.

25 13. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury.

1 Defendant understands that she is pleading guilty to felony offenses
2 and that it is a federal crime for a convicted felon to possess a
3 firearm or ammunition. Defendant understands that the convictions in
4 this case may also subject defendant to various other collateral
5 consequences, including but not limited to mandatory exclusion from
6 providing services paid for under a federal health care benefit
7 program for a minimum of five years, revocation of probation, parole,
8 or supervised release in another case and suspension or revocation of
9 a professional license. Defendant understands that unanticipated
10 collateral consequences will not serve as grounds to withdraw
11 defendant's guilty pleas.

12 14. Defendant and her counsel have discussed the fact that, and
13 defendant understands that, if defendant is not a United States
14 citizen, the convictions in this case makes it practically inevitable
15 and a virtual certainty that defendant will be removed or deported
16 from the United States. Defendant may also be denied United States
17 citizenship and admission to the United States in the future.
18 Defendant understands that while there may be arguments that
19 defendant can raise in immigration proceedings to avoid or delay
20 removal, removal is presumptively mandatory and a virtual certainty
21 in this case. Defendant further understands that removal and
22 immigration consequences are the subject of a separate proceeding and
23 that no one, including her attorney or the Court, can predict to an
24 absolute certainty the effect of her convictions on her immigration
25 status. Defendant nevertheless affirms that she wants to plead
26 guilty regardless of any immigration consequences that her pleas may
27 entail, even if the consequence is automatic removal from the United
28 States.

FACTUAL BASIS

15. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support pleas of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 17 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Defendant was in the business of investing in and operating facilities that provided aesthetic services to clients. From in or about July 2008 through in or about April 2016, defendant operated R&R Med Spa, which was located at 12030 Riverside Drive, Suite A, Valley Village, California. From in or about February 2016 through in or about April 2017, defendant invested in and operated the Nu-Me Aesthetic and Anti-Aging Center ("Nu-Me Spa"), which was located at 20301 Ventura Boulevard, Suite 250, Woodland Hills, California (collectively with R&R Med Spa, the "Clinics").

The Health Care Fraud Conspiracy

At all times relevant to the First Superseding Indictment, the following were health care benefit programs, as defined by Title 18, United States Code, Section 24(b): Anthem Blue Cross ("Anthem"); International Longshore and Warehouse Union - Pacific Maritime Association Benefit Plan ("ILWU-PMA"); Aetna; United Healthcare; CIGNA Health Management ("CIGNA"); Health Net; Federal Employees Health Benefits Program ("FEHBP"); Blue Shield of California ("Blue Shield") (collectively, the "Health Insurance Companies").

1 Beginning in or around January 2012, and continuing through at
2 least April 2016, in Los Angeles County, within the Central District
3 of California, and elsewhere, defendant knowingly and willfully
4 combined, conspired, and agreed to commit health care fraud, in
5 violation of Title 18, United States Code, Section 1347, with others.
6 The criminal conspiracy operated, in substance, in the following
7 manner:

8 As the investor in and operator of the Clinics, defendant caused
9 patients to visit the Clinics to receive cosmetic procedures,
10 including facials, laser hair removal, and Botox injections.
11 Defendant knew that these cosmetic procedures were not covered by the
12 patients' health insurance benefits.

13 As defendant knew, employees of the clinic, including Marina
14 Sarkisyan, informed some patients that, if they turned over their
15 health insurance information to the Clinics, the patients could
16 receive free or discounted cosmetic procedures pursuant to a "credit"
17 they would earn. Health insurance information from these particular
18 patients was provided to the insurance biller for the Clinics,
19 knowing and intending that the information would be used to submit
20 false and fraudulent claims to the Health Insurance Companies for
21 medical procedures that defendant knew were either not actually
22 provided to the patients, or were not medically necessary.

23 Then, based on the amount that the Health Insurance Companies
24 paid on those particular false and fraudulent claims, defendant
25 and/or others would calculate an amount, which the co-conspirators
26 referred to as a "credit," that the patients could use to receive
27 free or discounted cosmetic procedures from the Clinics. Those
28 patients would then come into the Clinics to receive the free or

1 discounted cosmetic procedures, which were often provided by co-
2 conspirator Roberto Mariano.

3 The reimbursements from the Health Insurance Companies, which
4 were proceeds of the health care fraud conspiracy, were deposited
5 into bank accounts that were held in the names of doctors who were
6 affiliated with the Clinics and who signed off on, and caused to be
7 submitted the false and fraudulent claims under their names (the
8 "Doctors"). Defendant took possession of the proceeds from the
9 accounts of the Doctors in two ways. First, because defendant had
10 signatory authority on the bank accounts, she was able to obtain the
11 funds by writing checks on the accounts. Second, defendant would
12 withdraw funds from the bank accounts using pre-signed checks that
13 defendant obtained from the Doctors.

14 Defendant admits that between January 2012 and April 2016, she
15 and her co-conspirators submitted claims totaling \$20,788,958 to the
16 Health Insurance Companies, which included some false and fraudulent
17 claims for which those companies paid out at least \$1,361,200.68.
18 Defendant understands that the government believes the amounts paid
19 based on false and fraudulent claims submitted as part of the health
20 care fraud conspiracy in which defendant participated totaled
21 \$7,991,406.

22 Defendant committed all of the above-described acts knowingly
23 and willfully, and with the intent to defraud.

24 False Tax Returns

25 The money that defendant directed from the accounts of the
26 Doctors to herself comprised substantial income from the fraud scheme
27 that defendant received. Defendant failed to report this substantial
28 income on defendant's income tax returns for 2013, 2014, and 2015,

which she caused to be electronically filed with the Internal Revenue Service. When defendant signed and caused her income tax return preparer to electronically file her income tax returns for 2013, 2014 and 2015, defendant knowingly and willfully subscribed to a materially false tax return for each of those years, in that each return substantially under-reported defendant's true income.

Specifically, on or about each of the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant willfully made, subscribed, and caused to be filed with the Internal Revenue Service, a materially false U.S. Income Tax Return for an Individual, Form 1040, for the years set forth below, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Director, Internal Revenue Service Center at Fresno, California, which defendant did not believe to be true and correct as to every material matter. On each of the tax returns defendant reported and caused to be reported, on Line 22, that she had total income in the amounts stated below whereas, as defendant then and there knew and believed, her total income for each year was substantially greater than the reported amounts.

Year	Filing Date	False Item/Amount
2013	October 15, 2014	Line 22, Total Income: \$145,353
2014	October 9, 2015	Line 22, Total Income: \$169,149
2015	October 14, 2016	Line 22, Total Income: \$145,692

In each instance, defendant knew federal tax law imposed a duty on her to correctly report her income, and defendant intentionally and voluntarily violated that duty. Defendant's underreporting of her

income for 2013, 2014, and 2015 caused a total tax loss of \$453,451.

SENTENCING FACTORS

16. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

17. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

<u>Count 1 (Conspiracy)</u>		
Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
Loss Greater than \$550,000 but less than \$25,000,000	+14 - +20	U.S.S.G. § 2B1.1(b)(1)(H) - (K)
<u>Count 17 (False Tax Return)</u>		
Base Offense Level:		
Tax Loss Greater than \$250,000 but less than \$550,000	18	U.S.S.G. §§ 2T1.1(a)(1) and 2T4.1(G)
Specific Offense Characteristics:		
Failure to report more than \$10,000 income from criminal activity	+2	U.S.S.G. § 2T1.1(b)(1)

1 18. The USAO will agree to a two-level downward adjustment for
2 acceptance of responsibility (and, if applicable, move for an
3 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))
4 only if the conditions set forth in paragraph 2 are met and if
5 defendant has not committed, and refrains from committing, acts
6 constituting obstruction of justice within the meaning of U.S.S.G. §
7 3C1.1, as discussed below. The government reserves the right to
8 argue for enhancements based on the use of sophisticated means under
9 U.S.S.G. § 2B1.1(b)(10)(C), defendant's role in the offenses under of
10 U.S.S.G. § 3B1.1, and any applicable multiple-count adjustment under
11 U.S.S.G. §§ 3D1.1-3D1.4. Subject to paragraph 31 below, defendant
12 and the USAO agree not to seek, argue, or suggest in any way, either
13 orally or in writing, that any other specific offense
14 characteristics, adjustments, or departures relating to the offense
15 level be imposed. Defendant agrees, however, that if, after signing
16 this agreement but prior to sentencing, defendant were to commit an
17 act, or the USAO were to discover a previously undiscovered act
18 committed by defendant prior to signing this agreement, which act, in
19 the judgment of the USAO, constituted obstruction of justice within
20 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
21 enhancement set forth in that section and to argue that defendant is
22 not entitled to a downward adjustment for acceptance of
23 responsibility under U.S.S.G. § 3E1.1.

24 19. Defendant understands that there is no agreement as to
25 defendant's criminal history or criminal history category.

26 20. Defendant and the USAO reserve the right to argue for a
27 sentence outside the sentencing range established by the Sentencing
28

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 21. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

13 d. The right to be presumed innocent and to have the
14 burden of proof placed on the government to prove defendant guilty
15 beyond a reasonable doubt.

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

24 h. Any and all rights to pursue any affirmative defenses,
25 Fourth Amendment or Fifth Amendment claims, and other pretrial
26 motions that have been filed or could be filed.

1 WAIVER OF APPEAL OF CONVICTION

2 22. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty pleas were involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's convictions on the offenses to which defendant is
6 pleading guilty. Defendant understands that this waiver includes,
7 but is not limited to, arguments that the statutes to which defendant
8 is pleading guilty are unconstitutional, and any and all claims that
9 the statement of facts provided herein is insufficient to support
10 defendant's pleas of guilty.

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 23. Defendant agrees that, provided the Court imposes a total
13 term of imprisonment on both counts of conviction of no more than 108
14 months, defendant gives up the right to appeal all of the following:
15 (a) the procedures and calculations used to determine and impose any
16 portion of the sentence; (b) the term of imprisonment imposed by the
17 Court, provided it is no more than the high-end of the Sentencing
18 Guidelines range calculated by the Court; (c) the fine imposed by the
19 Court, provided it is within the statutory maximum; (d) to the extent
20 permitted by law, the constitutionality or legality of defendant's
21 sentence, provided it is within the statutory maximum; (e) the amount
22 and terms of any restitution order, provided it requires payment of
23 no more than \$7,991,406 for count one and \$453,454 for count
24 seventeen; (f) the term of probation or supervised release imposed by
25 the Court, provided it is within the statutory maximum; and (g) any
26 of the following conditions of probation or supervised release
27 imposed by the Court: the conditions set forth in General Order 20-04
28 of this Court; the drug testing conditions mandated by 18 U.S.C.

1 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
2 authorized by 18 U.S.C. § 3563(b)(7).

3 24. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes a term of imprisonment of no less than 70
6 months, the USAO gives up its right to appeal any portion of the
7 sentence, with the exception that the USAO reserves the right to
8 appeal the amount of restitution ordered if that amount is less than
9 \$1,361,200.68.

10 RESULT OF WITHDRAWAL OF GUILTY PLEAS

11 25. Defendant agrees that if, after entering guilty pleas
12 pursuant to this agreement, defendant seeks to withdraw and succeeds
13 in withdrawing defendant's guilty pleas on any basis other than a
14 claim and finding that entry into this plea agreement was
15 involuntary, then (a) the USAO will be relieved of all of its
16 obligations under this agreement, and (b) should the USAO choose to
17 pursue any charge that was dismissed as a result of this agreement,
18 then (i) any applicable statute of limitations will be tolled between
19 the date of defendant's signing of this agreement and the filing
20 commencing any such action; and (ii) defendant waives and gives up
21 all defenses based on the statute of limitations, any claim of pre-
22 indictment delay, or any speedy trial claim with respect to any such
23 action, except to the extent that such defenses existed as of the
24 date of defendant's signing this agreement.

25 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26 26. Defendant agrees that if either count of conviction is
27 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
28 resentence defendant on the remaining count of conviction, with both

1 the USAO and defendant being released from any stipulations regarding
2 sentencing contained in this agreement, (b) ask the Court to void the
3 entire plea agreement and vacate defendant's guilty plea on the
4 remaining count of conviction, with both the USAO and defendant being
5 released from all their obligations under this agreement, or
6 (c) leave defendant's remaining conviction, sentence, and plea
7 agreement intact. Defendant agrees that the choice among these three
8 options rests in the exclusive discretion of the USAO.

9 EFFECTIVE DATE OF AGREEMENT

10 27. This agreement is effective upon signature and execution of
11 all required certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

14 28. Defendant agrees that if defendant, at any time after the
15 effective date of this agreement, knowingly violates or fails to
16 perform any of defendant's obligations under this agreement ("a
17 breach"), the USAO may declare this agreement breached. All of
18 defendant's obligations are material, a single breach of this
19 agreement is sufficient for the USAO to declare a breach, and
20 defendant shall not be deemed to have cured a breach without the
21 express agreement of the USAO in writing. If the USAO declares this
22 agreement breached, and the Court finds such a breach to have
23 occurred, then: (a) if defendant has previously entered guilty pleas
24 pursuant to this agreement, defendant will not be able to withdraw
25 the guilty pleas, and (b) the USAO will be relieved of all its
26 obligations under this agreement.

1 29. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was dismissed as a result of this agreement, then:

4 a. Defendant agrees that any applicable statute of
5 limitations is tolled between the date of defendant's signing of this
6 agreement and the filing commencing any such action.

7 b. Defendant waives and gives up all defenses based on
8 the statute of limitations, any claim of pre-indictment delay, or any
9 speedy trial claim with respect to any such action, except to the
10 extent that such defenses existed as of the date of defendant's
11 signing this agreement.

12 c. Defendant agrees that: (i) any statements made by
13 defendant, under oath, at the guilty plea hearing (if such a hearing
14 occurred prior to the breach); (ii) the agreed to factual basis
15 statement in this agreement; and (iii) any evidence derived from such
16 statements, shall be admissible against defendant in any such action
17 against defendant, and defendant waives and gives up any claim under
18 the United States Constitution, any statute, Rule 410 of the Federal
19 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
20 Procedure, or any other federal rule, that the statements or any
21 evidence derived from the statements should be suppressed or are
22 inadmissible.

23 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

24 OFFICE NOT PARTIES

25 30. Defendant understands that the Court and the United States
26 Probation and Pretrial Services Office are not parties to this
27 agreement and need not accept any of the USAO's sentencing
28

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

3 31. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the facts by supplying relevant information
5 to the United States Probation and Pretrial Services Office and the
6 Court, (b) correct any and all factual misstatements relating to the
7 Court's Sentencing Guidelines calculations and determination of
8 sentence, and (c) argue on appeal and collateral review that the
9 Court's Sentencing Guidelines calculations and the sentence it
10 chooses to impose are not error, although each party agrees to
11 maintain its view that the calculations in paragraph 17 are
12 consistent with the facts of this case. While this paragraph permits
13 both the USAO and defendant to submit full and complete factual
14 information to the United States Probation and Pretrial Services
15 Office and the Court, even if that factual information may be viewed
16 as inconsistent with the facts agreed to in this agreement, this
17 paragraph does not affect defendant's and the USAO's obligations not
18 to contest the facts agreed to in this agreement.

19 32. Defendant understands that even if the Court ignores any
20 sentencing recommendation, finds facts or reaches conclusions
21 different from those agreed to, and/or imposes any sentence up to the
22 maximum established by statute, defendant cannot, for that reason,
23 withdraw defendant's guilty pleas, and defendant will remain bound to
24 fulfill all defendant's obligations under this agreement. Defendant
25 understands that no one -- not the prosecutor, defendant's attorney,
26 or the Court -- can make a binding prediction or promise regarding
27 the sentence defendant will receive, except that it will be within
28 the statutory maximum.

NO ADDITIONAL AGREEMENTS

33. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

TRACY L. WILKISON
United States Attorney



1/18/22

VALERIE L. MAKAREWICZ
MORGAN J. COHEN
Assistant United States Attorney

Date



ROSHANAK KHADEM
Defendant

Date

1/17/22



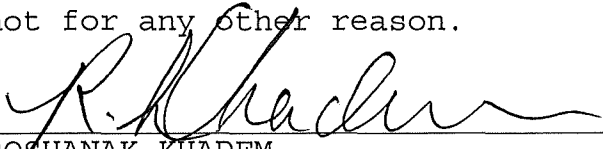
NATHAN HOCHMAN, ESQ.
VICKI PODBERESKY, ESQ.
Attorney for Defendant Roshanak
Khadem

Date

1/17/22

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorneys. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorneys, and my attorneys have advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



 ROSHANAK KHADEM
 Defendant

1/17/22
 Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ROSHANAK KHADEM's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might

1 be asserted either prior to or at trial, of the sentencing factors
2 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
3 provisions, and of the consequences of entering into this agreement.
4 To my knowledge: no promises, inducements, or representations of any
5 kind have been made to my client other than those contained in this
6 agreement; no one has threatened or forced my client in any way to
7 enter into this agreement; my client's decision to enter into this
8 agreement is an informed and voluntary one; and the factual basis set
9 forth in this agreement is sufficient to support my client's entry of
10 guilty pleas pursuant to this agreement.

11
12 
13 NATHAN HOCHMAN, ESQ.
14 VICKY PODBERESKY, ESQ.
15 Attorney for Defendant Roshanak
16 Khadem
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Date 1/17/22